MULTIMEDIA UNIVERSITY

STUDENT IDENTIFICATION NO

MULTIMEDIA UNIVERSITY

FINAL EXAMINATION

TRIMESTER 2, 2019/2020

UCS 2612 – CONSUMER LAW

(All Sections / Groups)

7 MARCH 2020

Reading Time: 9:00 a.m - 9:15 a.m
(15 Minutes)
Answering Time: 9:15 a.m – 12:15 p.m
(3 Hours)

INSTRUCTIONS TO STUDENT

1. Students will have **fifteen minutes** during which they may read the paper and make rough notes ONLY in their question paper. Students then have the remaining **THREE HOURS** in which to answer the questions.

2. This question paper consists of 3 pages, with 4 questions only.

3. Attempt **ONE** out of **TWO** questions in Part A and answer **ALL** questions in Part B. All questions carry equal marks and the distribution of the marks for each question is given.

4. Students are not allowed to bring in any statutes into the Examination Hall.

5. Please write all your answers in the Answer Booklet provided.

PART A: Answer question 1(a) OR question 1(b)

QUESTION 1(a)

With reference to the Consumer Protection Act 1999, give a brief explanation of the following terms:

a) Guarantee (5 Marks)

b) Manufacturer (5 Marks)

c) Goods (5 Marks)

d) Supplier (5 Marks)

e) Services (5 Marks)

(Total: 25 marks)

QUESTION 1(b)

Write a brief explanation on the following consumer protection agencies:

a) International Organisation of Consumer Union (IOCU) (10 Marks)

b) The National Consumer Advisory Council (NCAC) (7.5 Marks)

c) Federation of Malaysian Consumer Associations (FOMCA) (7.5 Marks)

(Total: 25 marks)

PART B: Answer All Questions

QUESTION 2

Foodbadak is a Malaysian food delivery service. Its service allows its users to select from local restaurants and place orders via its mobile applications as well as its websites. Francis is one of the frequent users of its mobile application. After a busy day, Francis used the app to order a fried crab rice and paid RM 30 for the delicacy through online banking. According to the app, the order will be delivered to his doorstep within 30 minutes. Nevertheless, his order was not delivered even after 2 hours. Francis has repeatedly called Foodbadak's customer service but there was no answer.

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After 4 hours of waiting, finally his order arrived. In anguish, Francis asked Amir, the delivery person, on why his order arrived later than what has been stipulated in the app. In response, Amir calmly replied that the delay was caused by 'an interruption in their application system. Amir left Francis's premise after he politely apologised for the delay.

Since the food has arrived, Francis has the chance to enjoy his meal. However, to his surprise the order does not contain the fried crab rice he requested, but contains a fried lobster noodle! In addition to that, he also noticed that the order was unsealed. There is also an apparent trace that someone has enjoyed part of the lobster's meat.

10 minutes later, Francis received a call from the Foodbadak customer service centre informing him that he has to pay an extra RM500 for the meal as the lobster was imported from Russia. Francis alleged that he did not order the meal in the first place thus he is not obligated to pay. In response, the Foodbadak customer service officer mentioned that Francis was already expressly consented upon receiving the order. He also added that it is a customer's duty to ascertain whether they received the requested order at time of delivery as according to the company's policy. Furthermore, the customer service officer threatened Francis with legal action if he failed to pay the said amount within 7 days.

Feeling cheated, Francis is seeking your advice of his rights under the Consumer Protection Act 1999.

(Total: 25 marks)

QUESTION 3

a) Explain the scope of jurisdiction of the Tribunal for Consumer Claims.

(5 marks)

b) Explain the procedure to register a claim in the abovementioned tribunal for an action against a sole trader in respect to faulty and defective goods in Malaysia.

(15 marks)

c) Will the process be different if the action in para (b) is against a company? Discuss.

(5 marks)

(Total: 25 marks)

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QUESTION 4

Explain the types of defects under Product Liability in the Consumer Protection Act 1999 and discuss the defences available to the seller as set out in Section 72(1) of the said Act against the said liability.

(Total: 25 marks)

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